

# EXHIBIT 3

**DOUBLECLICK ADVERTISING PLATFORM AGREEMENT**

This DOUBLECLICK ADVERTISING PLATFORM AGREEMENT (including any terms set forth in an Order Form, schedule or addendum hereto, “**APA**”), dated as of March 1, 2016, is entered into by DoubleClick, a division of Google Inc. (“**DoubleClick**”), and the entity executing this APA (“**Company**”). This APA governs DoubleClick’s provision to Company of products and services, each subject to a separate Order Form (“**Services**”). In consideration of the foregoing, the parties agree as follows:

**1. Definitions.** (a) “**Ads**” means advertising content. (b) “**Affiliate**” means, with respect to a party, an entity that directly or indirectly controls, is controlled by or is under common control with such party. (c) “**Beta Feature**” means any Service feature that is expressly identified as “Beta”, “Alpha”, “Experimental” or “Pre-Release” or that is otherwise expressly identified as unsupported. Notwithstanding anything to the contrary in this APA, DoubleClick will have no liability (including in respect of indemnification obligations) under this APA arising out of or related to any Beta Features. (d) “**Beta Test**” means Company’s use of a Beta Feature(s) for the purpose of testing the usability and functionality of that Beta Feature(s). For purposes of clarification, (i) in no event will Company be obligated to participate in any Beta Test, and (ii) Company’s use of a Beta Feature for purposes other than testing the usability and functionality of that Beta Feature will not be deemed a Beta Test with respect to that Beta Feature. (e) “**Client**” means an advertiser, network publisher or other third party, if any, on whose behalf Company utilizes a Service. (f) “**Confidential Information**” means information disclosed by one party to the other party under this APA that is marked as confidential or would normally be considered confidential (e.g., product or business plans), but does not include information that the recipient already knew, becomes public through no fault of the recipient, or was independently developed by the recipient without reference to the discloser’s confidential information. (g) “**Order Form**” means an order form or schedule to this APA that sets forth pricing and other terms with respect to a particular Service. (h) “**Scheduled Affiliate**” means an Affiliate of Company set forth on Exhibit I attached hereto (i.e., that is not party to an effective “Affiliate Adopting Agreement” hereto). (i) “**Search Engine Site**” means a web site of a search engine. (j) “**Subcontractor**” means, with respect to a party, a subcontractor, consultant, third-party service provider or agent engaged by such party (or a Client of such party) in connection with its use or provision of Services, both of which are permitted under this APA and the Order Forms. (k) “**Tag**” means code (e.g., HTML) or a web beacon (e.g., pixel tag, clear GIF) that requests the delivery of an Ad or tracks an Ad impression or click. (l) “**Target Sites**” means properties on which an Ad is served (i.e., web sites, consent-based email publications and software applications; provided that such software applications (A) provide clear and conspicuous notice about functionality of importance to the user, (B) obtain informed consent from the user prior to download, (C) provide an easy-to-use uninstall to the user and (D) allow the users to maintain control over their computing environment). Ads may be served hereunder only to Target Sites. (m) “**Visitor**” means a visitor to a Target Site or a Search Engine Site, as applicable.

**2. Services and Obligations.**

(a) DoubleClick will: (i) provide Services to Company, and obtain all rights necessary to provide Services hereunder; (ii) deliver Ads according to the trafficking criteria selected by Company; (iii) provide Company access to web-based training and support; (iv) use current Internet Ad serving industry-standard security measures in connection with its provision of Services hereunder; and (v) promptly notify Company of any breach of DoubleClick security resulting in unauthorized access to the data derived from Company’s use of Services. DoubleClick hereby represents and warrants that it has all necessary rights and authority (i) to enter into this APA and each Order Form and (ii) to perform its obligations hereunder and thereunder.

(b) Company will: (i) be solely responsible for all use of Services hereunder (including without limitation trafficking Ads and implementing Tags), soliciting Target Sites, all inquiries relating to Ads, and the content of all Ads (it being understood that nothing in this clause (i) will be deemed to limit DoubleClick’s obligations with respect to the provision of Services hereunder); (ii) obtain all rights necessary to use the data derived from the use of Services hereunder; and (iii) use Services in compliance with Company’s agreements with third parties (including, without limitation, Target Site owners and advertisers, as applicable). Company’s use of Services hereunder is subject to applicable Google Platforms Program Policies available at <http://support.google.com/platformspolicy> (as modified from time to time, “**Policies**”). Company warrants that it is authorized to act on behalf of each of its Clients and will be liable for their acts and omissions in connection with Services provided under this APA. Company’s Affiliates organized in the Americas may receive Services under this APA; provided that: (x) unless such an Affiliate has entered into an “Affiliate Adopting Agreement” to this APA, Company will be liable for the acts and omissions of that Affiliate in connection with Services provided under this APA to the extent any of such acts or omissions, if performed by Company, would constitute a breach of, or otherwise give rise to liability under, this APA; and (y) any Affiliate of Company receiving Services under this APA that has not entered into an “Affiliate Adopting Agreement” must be set forth on Exhibit I attached hereto. Company may amend that Exhibit I to add or remove Affiliates, effective as of the first day of a month, upon 30 days’ prior notice to DoubleClick, subject to DoubleClick’s written consent (not to be unreasonably withheld or delayed). If an Affiliate enters into an “Affiliate Adopting Agreement” to this APA, Company will provide a copy of this APA (including all Order Forms) to such Affiliate. Company hereby represents and warrants that it has all necessary rights and authority (i) to enter into this APA and each Order Form and (ii) to perform its obligations hereunder and thereunder.

**3. Payment.** Company will pay DoubleClick the fees (other than fees disputed in good faith) listed in the Order Forms and addenda within 30 days of the invoice date (“**Payment Due Date**”), in U.S. dollars, and by wire transfer, check or other means expressly agreed to in writing by the parties; provided, however, that if Company, not more than 2 years prior to the date of this APA, (a) was adjudged insolvent or bankrupt, (b) instituted or had instituted against it any case, proceeding or other action (x) seeking relief, reorganization or arrangement under any existing or future law of any jurisdiction, whether foreign or domestic, relating to bankruptcy, insolvency, reorganization or relief of debtors or (y) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets (and, in the case of any such proceeding instituted against it in accordance with this clause (b), the proceeding (i) resulted in the entry of an order for relief or any such adjudication or appointment or (ii) was not dismissed within 60 days after filing), (c) made any assignment for the benefit of creditors or (d) appointed a receiver, liquidator or trustee of any of its property or assets, DoubleClick may require Company to prepay DoubleClick an amount equal to not more than 2 months of reasonably anticipated or actual fees under all then-effective Order Forms in the aggregate. Late payments that are not disputed in good faith bear interest at the rate of 1.5% per month (or the

highest rate permitted by law, if less). Charges are exclusive of taxes. Company will pay all taxes and other government charges (except for taxes on DoubleClick's income), and reasonable expenses and outside attorneys' fees DoubleClick incurs in collecting late payments that are not disputed in good faith. For purposes of clarification, unless otherwise expressly set forth therein, fees payable under an Order Form are in addition to fees payable under each other Order Form.

**4. Data.** As between Company and DoubleClick, Company will own all data derived from its use of Services; provided that DoubleClick may use and disclose such data solely (i) as aggregate Service statistics, which will not include personally identifiable information or information that identifies or would reasonably be expected to identify Company or any of its Clients or Target Sites, (ii) to provide Services and enforce its rights under this APA (it being understood and agreed that Company's non-aggregated data will not be used or disclosed to any third party by DoubleClick (except as otherwise expressly permitted by this APA or the applicable Order Form) without Company's written consent) and (iii) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Company and using commercially reasonable efforts to provide Company with the opportunity to seek a protective order or the equivalent (at Company's expense)); provided further, however, that (x) with respect to data derived from Company's participation in a Beta Test, in addition to its rights set forth in the preceding proviso, DoubleClick may use and disclose such data, and all results and feedback from the Beta Test, for any purpose as long as DoubleClick does not disclose results to third parties in such a manner as would identify or reasonably be expected to identify Company or any of its Clients without Company's prior written consent, and (y) DoubleClick's retrieval and/or provision to Company of event-level data or archived reporting data derived from Company's use of Services may result in additional fees hereunder based on storage and service costs. For purposes hereof, notwithstanding anything herein to the contrary, but subject to the provisos in this Section 4, the data derived from Company's use of Services will be Confidential Information of Company.

**5. Confidentiality.** The recipient may use Confidential Information only to exercise its rights and fulfill its obligations under this APA and must use reasonable care to protect Confidential Information. The recipient will not disclose Confidential Information, except to employees and Subcontractors who need to know it and who are obligated to keep it confidential. No party may disclose the terms of this APA (including, for purposes of clarification, the pricing terms of any Order Form) to a third party without prior written consent of the other party, except (a) to its professional advisors under a strict duty of confidentiality, (b) for purposes of enforcing its rights under this APA and (c) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to the discloser and using commercially reasonable efforts to provide the discloser with the opportunity to seek a protective order or the equivalent (at the discloser's expense)). DoubleClick may use Company's name and logos in general marketing materials related to Services without Company's prior written consent.

**6. Privacy; Export; Prohibited Acts.** DoubleClick will provide and Company will use Services under this APA in compliance with all applicable privacy and export laws, rules, regulations and sanctions programs, including without limitation applicable Internet advertising industry guidelines (e.g., the self-regulatory principles/code of conduct of the Network Advertising Initiative, the Interactive Advertising Bureau and the Digital Advertising Alliance). Company will use commercially reasonable efforts to ensure that a Visitor is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the Visitor's device where such activity occurs in connection with the Services and where providing such information and obtaining such consent is required by law. Company will ensure that each of its web sites contains, and will advise in writing each of its Clients that each of their web sites utilizing a Service is required to contain, a privacy policy that (a) discloses (i) the usage of third-party technology and (ii) the data collection and usage resulting from the Service (it being understood that this clause (a) will not be deemed to require those privacy policies to expressly identify DoubleClick or any Service, unless otherwise required by law, rule or regulation) and (b) complies with all applicable privacy laws, rules and regulations. Notwithstanding anything to the contrary in this APA, Company will ensure that each of its Target Sites that is a consent-based email publication contains, and will advise in writing each of its Clients that each of such Client's Target Sites that is a consent-based email publication is required to contain, a conspicuous link to a privacy policy that (I) discloses (A) the usage of third-party technology and (B) the data collection and usage resulting from the Service (it being understood that this clause (I) will not be deemed to require those privacy policies to expressly identify DoubleClick or any Service, unless otherwise required by law, rule or regulation) and (II) complies with all applicable laws, rules and regulations. For purposes of clarification, if a Target Site (x) is not a consent-based email publication and (y) is not owned or controlled by Company or any Client, except as required by applicable law, rule or regulation, neither Company nor any Client will be subject to the privacy policy obligations described in this Section 6 with respect to such Target Site. Company will not, and will not assist or knowingly permit any third party to, (i) pass information to DoubleClick that DoubleClick could use or recognize as personally identifiable information; (ii) misappropriate any part of a Service or modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect of Services or any part of a Service; (iii) damage or tamper with any part of a Service; (iv) knowingly breach any DoubleClick security measure; or (v) provide DoubleClick any Ad that (x) when viewed or clicked on by a Visitor(s), causes such Visitor(s)'s computer to download any software application, or (y) is illegal.

**7. Disclaimers and Limitation of Liability.** EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT (IT BEING UNDERSTOOD THAT, FOR PURPOSES OF CLARIFICATION, THE FOREGOING WILL NOT LIMIT EITHER PARTY'S IP INFRINGEMENT OBLIGATION SET FORTH IN SECTION 8 OF THIS APA), MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (a) EXCEPT (i) FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES UNDER THIS APA AND (ii) WITH RESPECT TO BREACHES OF SECTION 5 OF THIS APA, NO PARTY MAY BE HELD LIABLE UNDER THIS APA OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THIS APA FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE; AND (b) EXCEPT WITH RESPECT TO (i) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS APA, (ii) EACH PARTY'S INTENTIONAL MISCONDUCT AND (iii) COMPANY'S PAYMENT OBLIGATIONS UNDER THIS APA, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO A PARTICULAR ORDER FORM WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO DOUBLECLICK (IN THE CASE OF DOUBLECLICK'S LIABILITY) OR PAYABLE (IN THE CASE OF COMPANY'S LIABILITY) TO DOUBLECLICK (WHICH, FOR PURPOSES OF CLARIFICATION, SHALL NOT INCLUDE FEES COLLECTED BY DOUBLECLICK ON BEHALF OF ANY THIRD

PARTY IN THE CASE OF EITHER PARTY'S LIABILITY) WITH RESPECT TO SUCH ORDER FORM DURING THE 12 MONTHS BEFORE THE DATE WHEN THE LIABILITY AROSE.

**8. Indemnification.** Each party (the "**Indemnifying Party**") will defend, indemnify and hold harmless the other party (and, with respect to DoubleClick's indemnification obligations hereunder, each Scheduled Affiliate) and its officers, directors, employees and agents (each, an "**Indemnified Party**") from all third-party claims or liabilities (including without limitation reimbursement for reasonable outside attorneys' fees and disbursements) arising out of or related to the Indemnifying Party's (i) breach or alleged breach of this APA (including, for purposes of clarification, any Order Form) or (ii) infringement of a third party's U.S. patent, trademark, trade secret or copyright in connection with (a) with respect to DoubleClick, the software and other technology used by DoubleClick to provide the Services hereunder, and (b) with respect to Company, the creative, technology, data or other materials provided by Company to DoubleClick or otherwise provided and utilized by Company in connection with the Services hereunder ("**Company Materials**") (the indemnification obligation of each party described in this clause (ii), the "**IP Infringement Obligation**"). The previous sentence states the sole liability of the Indemnifying Party, and the sole remedy of the Indemnified Party, with respect to any third-party claim arising out of the Indemnifying Party's breach of this APA or intellectual property infringement. The Indemnified Party must (i) promptly notify the Indemnifying Party in writing of the third-party claims (provided that failure of the Indemnified Party to promptly notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations, except to the extent it has been damaged by the failure); (ii) reasonably cooperate with the Indemnifying Party in the defense of the matter and (iii) give the Indemnifying Party primary control of the defense of the matter and negotiations for its settlement. The Indemnified Party may at its expense join in the defense with counsel of its choice. The Indemnifying Party may enter into a settlement only if it (A) involves only the payment of money damages by the Indemnifying Party and (B) includes a complete release of the Indemnified Party; any other settlement will be subject to written consent of the Indemnified Party (not to be unreasonably withheld or delayed). DoubleClick's IP Infringement Obligation will not apply to claims to the extent arising from (i) Company's use of the Service if the use violates this APA; or (ii) the combination, operation or use of the Service with any product or service not provided or authorized in writing by DoubleClick. Company's IP Infringement Obligation will not apply to claims to the extent arising from DoubleClick's provision of the Service in violation of this APA. If a Service becomes, or in DoubleClick's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, then DoubleClick will promptly notify Company and, at its sole option and expense, may either: (x) procure the right to continue providing the Service as contemplated by this APA; (y) modify the Service to render it non-infringing (provided that modification does not adversely affect use of the Service); or (z) replace the Service with a functionally equivalent, non-infringing service. If none of the foregoing options is commercially practicable, then each party will have the right to terminate each affected Order Form.

**9. Term.** Unless earlier terminated, this APA will remain in effect until all Order Forms have terminated. A party may terminate an Order Form immediately on notice to the other party that it is in material breach of this APA with respect to such Service; provided that (x) if the breach is capable of cure, the breaching party will have 30 days from the notice date to cure the breach to the non-breaching party's reasonable satisfaction; and (y) DoubleClick may immediately suspend the provision and use of any or all Services under the Order Forms on notice to Company if Company breaches any of clauses (iii) through (v) of the sixth sentence of Section 6 of this APA, provided, however, that in the event of a suspension pursuant to this clause (y), if Company cures the breach pursuant to which the Services were suspended, then, without limiting any of DoubleClick's rights and remedies with respect to such breach, DoubleClick will reinstate the provision and use of the suspended Services promptly following such cure. If Company fails to pay fees invoiced by DoubleClick (other than fees disputed in good faith) within 10 days following the Payment Due Date, DoubleClick may suspend each applicable Service on 10 days' prior notice to Company. Notwithstanding termination of this APA, any provisions of this APA that by their nature are intended to survive, will survive termination.

**10. Miscellaneous.** (a) This APA is governed by New York law, excluding its choice of law rules. (b) No party may assign or transfer any part of this APA without the written consent of the other party. Any other attempt to transfer or assign is void. (c) Nothing in this APA will limit a party's ability to seek equitable relief; except that Company will not seek, in a proceeding filed during the term or for one year after the term, an injunction or an exclusion order of any of the Services or any portion of the Services based on patent infringement. (d) Subject to the following sentence, this APA is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. In the event that, as of the date hereof, there is an effective DoubleClick Master Services Agreement between DoubleClick and Company ("**MSA**"), then (x) this APA will supersede the MSA and all "Attachments" thereto, and (y) all effective Statements of Work under the MSA or any Attachment will remain in effect and will be governed by this APA and the relevant Order Form(s) hereto, if any. If an Affiliate of Company that is party to an effective DoubleClick Master Services Agreement (or another substantially similar agreement with DoubleClick) subsequently enters into an Affiliate Adopting Agreement to this APA or is set forth on Exhibit I attached hereto, then, as of the "Adopting Effective Date" of that Affiliate Adopting Agreement or the date that Affiliate is added to that exhibit, that Affiliate Adopting Agreement (in the event of an Affiliate that enters into an Affiliate Adopting Agreement) or this APA (in the event of an Affiliate set forth on Exhibit I attached hereto) (together with all Order Forms covered by that Affiliate Adopting Agreement and all other Order Forms entered into by that Affiliate contemporaneously with that Affiliate Adopting Agreement (in the event of an Affiliate that enters into an Affiliate Adopting Agreement) or all Order Forms (in the event of a Scheduled Affiliate)) will supersede that Affiliate's DoubleClick Master Services Agreement and Attachments thereto in accordance with the terms of the second sentence of this Section 10(d). (e) All notices must be in writing (including without limitation email) and sent to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given when delivered. (f) All amendments hereto must be executed by both parties and expressly state that they are amending this APA. Failure to enforce any provision will not constitute a waiver. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. (g) Each party is liable for the acts and omissions of its Subcontractors. (h) There are no third-party beneficiaries to this APA. (i) The parties are independent contractors, and this APA does not create an agency, partnership or joint venture. (j) In the event of a conflict between the terms and conditions of this DoubleClick Advertising Platform Agreement and the terms and conditions of an Order Form, the terms and conditions of the Order Form will govern. (k) Neither party will be liable for any acts or omissions resulting from circumstances or causes beyond its reasonable control. (l) Except as expressly set forth in an Order Form, Company may not resell any of the Services. (m)

The parties may execute this APA in counterparts, including facsimile, PDF and other electronic copies, which taken together will constitute one instrument.

AGREED AND ACCEPTED BY:

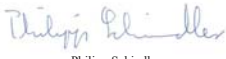
**DOUBLECLICK, a division of Google Inc.**

**COMPANY:** AdTradr Corporation

By: \_\_\_\_\_

Name

Title:



Philipp Schindler  
Authorized Signatory

2016.03.11

13:31:15 -08'00'

By: \_\_\_\_\_

Name:

Title:



Dobromir Kamburov

Director

**EXHIBIT I**  
**Scheduled Affiliates**

Dated as of \_\_\_\_\_

This Exhibit I supersedes any Exhibit I to the APA dated prior to the date set forth above.